

MODIFICATION AGREEMENT

WHEREAS, on May 9, 1996, Vinod Bhula and wife, Nishal Bhula d/b/a Premium Properties, executed a Promissory Note and Deed of Trust to Hamilton Pharmacy, Inc., said Deed of Trust being recorded in Book 829, Page 195 of the Deed of Trust Records, Chancery Clerk's Office, DeSoto County, Mississippi, securing an original indebtedness of \$400,000.00; and

WHEREAS, on May 9, 1996, Vinod Bhula and wife, Nishal Bhula d/b/a Premium Properties, executed a Promissory Note and Deed of Trust to Hamilton Pharmacy, Inc., said Deed of Trust being recorded in Book 829, Page 198 of the Deed of Trust Records, Chancery Clerk's Office, DeSoto County, Mississippi, securing an original indebtedness of \$25,000.00. Said Deed of Trust having been extended by renewal deed of trust dated March 30, 2001 and recorded in Book 1314, Page 139 of the Deed of Trust Records, Chancery Clerk's Office, DeSoto County, Mississippi; and

WHEREAS, Vinod Bhula and wife, Nishal Bhula d/b/a Premium Properties have entered into a contract for the sale of subject property secured by said Deeds of Trust to Lucky Food & Fuel, Inc., a Mississippi corporation, and Hamilton Pharmacy, Inc., the owner and holder of said notes and deeds of trust is agreeable to the assumption by Lucky Food & Fuel, Inc., of the balance of the indebtedness owed to Hamilton Pharmacy, Inc.; and

WHEREAS, all parties are in agreement to modify the terms; and

THEREFORE, IN CONSIDERATION OF THE PREMISES, it is hereby agreed by and between VINOD BHULA and wife, NISHAL BHULA d/b/a Premium Properties and LUCKY FOOD & FUEL, INC., by and through its duly authorized officer, NARSINGHANI KAREEM, as President and HAMILTON PHARMACY, INC., by and through its duly authorized officer, EUGENE FORREST HAMILTON, in his official capacity as President as follows, to-wit:

1. That the said LUCKY FOOD & FUEL, INC., simultaneously with execution of this agreement hereby agrees to execute a new promissory note payable to HAMILTON PHARMACY, INC., in the sum of \$388,104.72, with interest for the first five (5) years at a rate of 8.50% per annum and with interest for the next fifteen (15) years at the rate of 9.00% per annum with same to be due and payable as follows: Sixty (60) monthly installments of \$3,368.06 each commencing on August 10, 2001 and continuing on the same day of each and every month thereafter except that commencing with payments sixty-one (61) through two hundred forty the monthly payment shall be \$3,469.06 each commencing on August 10, 2006 and continuing on the same day of each and every month thereafter except that a final installment shall be due and payable on or before July 10, 2021.
2. It is hereby agreed that the new note executed by LUCKY FOOD & FUEL, INC., shall replace the previous note, however, since no new Deeds of Trust shall be

STATE MS. - DESOTO CO.
FILED

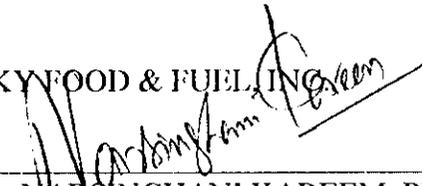
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W. H. H. CLERK

prepared and recorded, this Modification Agreement shall be filed of record in the Deed of Trust Records, Chancery Clerk's Office, DeSoto County, Mississippi and thereby extending the terms of the deeds of trust as recorded in Book 829, Page 195, Book 829, Page 198 and Book 1314, Page 139 of the Deed of Trust Records in said office.

3. The Clerk is hereby directed to make a marginal notation of said deeds of trust reflecting the recording information for this Modification Agreement.
4. The parties agree that the said Promissory Note and Deeds of Trust are to continue to be the first lien on the premises covered by said Deeds of Trust and shall remain in full force with the original covenants, conditions, required payments and prepayment privileges except as herein provided.
5. It is further agreed and understood that the original note (a copy of which is attached hereto as Exhibit "A") contained a prepayment penalty of five (5) percent and a new note has been prepared and executed as same relates to an increase in the prepayment penalty to ten (10) percent.
6. Further as part of the agreement to approve this assumption Hamilton Pharmacy, Inc, does hereby agreement to release Vinod Bhula and wife, Nishal Bhula from personal liability under the original indebtedness. However, this release is contingent upon the principals of Lucky Food & Fuel, Inc., being Narsinghani Kareem and Hussain Chagani, co-signing and guaranteeing said note.

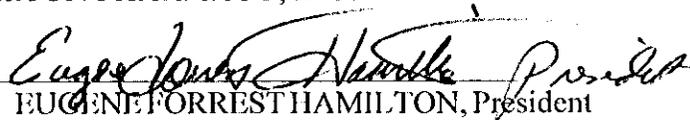
WITNESS THE SIGNATURES OF THE PARTIES, on this the 11 day of July, 2001.

LUCKY FOOD & FUEL, INC.
 BY: 
 NARSINGHANI KAREEM, PRESIDENT


 VINOD BHULA


 NISHAL BHULA

HAMILTON PHARMACY, INC.

BY: 
 EUGENE FORREST HAMILTON, President

STATE OF MISSISSIPPI
 COUNTY OF DESOTO

This day personally appeared before me, the undersigned authority, in and for the said County and State, on this 11 day of July, 2001, the within named, NARSINGHANI KAREEM, in his official capacity as President of LUCKY FOOD & FUEL, INC., a Mississippi corporation, who acknowledged that he executed the above and foregoing instrument on the day and year therein mentioned after having been duly authorized so to do.

[Signature]
NOTARY PUBLIC

MY COMMISSION EXPIRES: 7-19-02

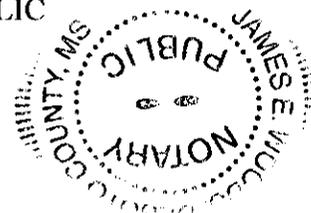


STATE OF MISSISSIPPI
COUNTY OF DESOTO

This day personally appeared before me, the undersigned authority, in and for the said County and State, on this 11th day of July, 2001, the within named, VINOD BHULA and wife, NISHAL BHULA, who acknowledged that they executed the above and foregoing instrument on the day and year therein mentioned.

[Signature]
NOTARY PUBLIC

MY COMMISSION EXPIRES: 7-19-02



STATE OF MISSISSIPPI
COUNTY OF DESOTO

This day personally appeared before me, the undersigned authority, in and for the said County and State, on this 11th day of July, 2001, the within named, EUGENE FORREST HAMILTON, in his official capacity as President of HAMILTON PHARMACY, INC., who acknowledged that he executed the above and foregoing instrument on the day and year therein mentioned after having been duly authorized so to do.

[Signature]
NOTARY PUBLIC

MY COMMISSION EXPIRES: 7-19-02



00931.09828 - BHULA/LUCKY FOOD & FUEL, INC.

PREPARED BY AND RETURN TO:
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WATKINS LUDLAM WINTER & STENNIS, P.A.
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